

# UNIVERSITY OF SURREY

## EVENING LANGUAGE CLASSES

### TERMS AND CONDITIONS

These Terms and Conditions apply to the enrolment of applicants on an evening language course or several evening language courses (“Course”) which are listed under: <https://www.surrey.ac.uk/evening-language-classes> - and the provision of the Course by Us. Both parties are bound by these Terms and Conditions upon acceptance by Us of an application for such enrolment.

#### 1 Definitions

1.1 In these Terms and Conditions, the following definitions apply:

**Commencement Date:** means the date on which We begin to run teaching, events, or otherwise for Your Course.

**Contract:** means the legally binding arrangement that You and We enter into when We email You to confirm Your place on the Course.

**Intellectual Property Rights:** means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Fees:** means the fees that You owe Us for the teaching, administration and other academic services related to Your Course.

**We, Us, Our and University:** means the University of Surrey, which is a body incorporated by Royal Charter in England and Wales and an exempt charity with whom You will be entering the Contract. Our principal address is Stag Hill Campus, Guildford, GU2 7XH. Our registered VAT number is GB 688 9530 65.

**You and Your:** means You, the student, who will be attending the Course.

#### 2 Agreement with the University

2.1 The purpose of these Terms and Conditions is to set out the basis for Your relationship with the University when You apply for a Course.

2.2 When We accept Your application for a place on the Course, You enter into a legally binding contract with Us. This Contract requires You to abide by these Terms and Conditions as set out below, as well as any of Our rules and regulations and academic requirements that are

relevant to Your Course. In the event that the provisions of these Terms and Conditions conflict with the provisions of any other documents forming part of the Contract, You should comply with the provisions of these Terms and Conditions.

- 2.3 Please read these Terms and Conditions carefully before You submit Your application to Us. These tell You who We are, how We will provide the Course to You, how You and We may change or end the Contract, what to do if there is a problem, and other important information. If You think that there is a mistake in these Terms and Conditions, please contact Us to discuss.
- 2.4 You can contact Us by writing to Us by email at [eveninglanguagecourses@surrey.ac.uk](mailto:eveninglanguagecourses@surrey.ac.uk).
- 2.5 If We have to contact You during the admissions process We will do so by writing to You at the email address You provided to Us in Your application.
- 2.6 Our acceptance of Your enrolment will take place when We email You a confirmation email and these Terms and Conditions, at which point a contract will come into existence between You and Us.

2.7 When We use the words “**writing**” or “**written**” in these terms, this includes emails.

### **3 Admissions**

- 3.1 Applications for enrolment on a Course must be made using the on-line booking system. We are able to accept paper applications only if there are particular circumstances where You need to do so; please let Us know in advance.
- 3.2 You do not need to have specific qualifications to enrol on a Course but You are expected to enrol on a Course which is appropriate for You in relation to Your skill level. We reserve the right to remove You from a Course if, in Our reasonable opinion, You have enrolled on a course for the incorrect skill level.
- 3.3 Each Course is open to adult learners aged 18 years and above.
- 3.4 Course places are subject to availability and demand and offered on a first come first served basis.
- 3.5 The University reserves the right to accept late applications at its discretion.
- 3.6 All questions during the on-line application are to be answered truthfully and all attachments need to reflect the truth. You confirm this upon submitting Your application. If You have provided Us with information which is later found to be untruthful, the University reserves the right to rescind (which means to cancel and set aside) the Contract with You. No refund of Fees will be granted in such cases and no costs, including but not limited to travel arrangements, will be reimbursed.
- 3.7 All Our admission decisions are final, but You do have a right to complain, details of how to make a complaint are set out in section 11 below.
- 3.8 You must notify Us of any disabilities which You have to enable Us to put in place any reasonable adjustments to enable You to access Our services during Your Course.

## 4 Fees

- 4.1 The University holds the most up to date information about the Fees on the Course website: <https://www.surrey.ac.uk/evening-language-classes>.
- 4.2 The Course runs termly and is taught over two terms (term dates can be found online at <https://www.surrey.ac.uk/evening-language-classes>). Fees for the term(s) booked are payable in full at the time of submitting Your application.
- 4.3 Discounts on Fees (if any) are only applied if:
- 4.3.1 You are a current student or member of staff at the University; and/or
  - 4.3.2 You are currently registered on the Course for term one and are booking a place on the Course for the immediately following term two.
- 4.4 We are only able to accept payments through Our on-line booking system.
- 4.5 All payments of Fees must be made in pounds sterling and are inclusive of VAT and other taxes where applicable. Any currency conversion costs or other charges incurred in connection with the payment of Fees are to be paid in addition to the Fees. No deduction from the Fees for such costs or charges may be made.

## 5 Cancellations and non-attendance

### 5.1 Cancellation by the University

We may only cancel a Course, term or class if:

- 5.1.1 there are not enough applicants enrolled on the Course and it is not commercially viable for Us to run the Course; or
- 5.1.2 the Course's teaching staff fall ill or for other reasons outside Our control are unavailable to teach, and no suitable alternative(s) is / are available; or
- 5.1.3 an event which is outside Our reasonable control, such as a fire or a flood, means that We have to cancel the Course, term or class(es); or
- 5.1.4 any law, government rule, regulation, order or direction, including any related to the Covid-19 pandemic, means We have to cancel the Course, term or class(es).

### 5.2 **We will notify You about cancellations or postponements as soon as possible. If cancellation is due to insufficient numbers, We will aim to notify You by one (1) week before the Commencement Date but in any event will notify You by four (4) days before the Commencement Date at the latest.**

- 5.3 If a Course or term that You are registered with is cancelled, then We will offer you an alternative Course (where possible) or provide a full refund of the Fees to the extent that these have been received by Us. If the entire Course is cancelled, then any refund due will be applicable to the entire Course. If a term is cancelled, then any refund due will be applicable to the cancelled term. Any refunds will be on a pro rata basis taking into consideration any classes which have already taken place before the remainder of the

Course or term (as applicable) is cancelled. Unfortunately we cannot be responsible for any non-refundable travel costs You may have incurred and we suggest You obtain suitable insurance cover.

- 5.4 We will use Our reasonable endeavours to reschedule any classes cancelled pursuant to sections 5.1.2, 5.1.3 or 5.1.4 but rescheduling is not guaranteed and may not be on the day or at the time of Your usual class. Any such cancelled classes shall be refunded on a pro rata basis.
- 5.5 We will make every effort to provide the Course that matches the way in which it has been described to You in print, online, and/or in person, especially at the point at which You applied, but in the event that We have to make significant changes to the Course content or venue of the Course then We will let You know as soon as possible. If You do not want to continue with the Course as a result of these significant changes then You will have the right to cancel Your enrolment on the Course and We will provide a pro rata refund of the Fees. See section 6.3 for further detail.
- 5.6 Cancellation by You
- 5.6.1 You have the right to cancel Your enrolment with Us for any reason (including if You change Your mind) within a fourteen (14) day cancellation period (the “**Cancellation Period**”). You do not have to give Us any reason for cancelling. The Cancellation Period will expire after 14 days from the day of the conclusion of the Contract. In other words, You will have 14 days from the day after the day We email You a confirmation email and these Terms and Conditions to confirm that We accept Your enrolment.
- 5.6.2 To cancel Your enrolment, You must clearly inform Us of Your decision to cancel before the relevant Cancellation Period has expired. You may do this via email to: [eveninglanguagecourses@surrey.ac.uk](mailto:eveninglanguagecourses@surrey.ac.uk). You may use the model cancellation form at the end of these Terms and Conditions to notify Us of Your decision to cancel by email, but You do not have to.
- 5.6.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning Your exercise of the right to cancel before the Cancellation Period has expired. We do not have to have received it before the expiry of the Cancellation Period.
- 5.6.4 Effects of Cancellation during the 14 day period:
- (i) If You cancel Your Contract within the 14 day Cancellation Period, We will reimburse any Fees received from You as soon as We can, and no later than 14 days after the day on which We receive notification of Your decision to cancel the enrolment.
  - (ii) We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly asked Us and We have agreed otherwise; in any event, You will not incur any fees as a result of the reimbursement.
  - (iii) If delivery of the Course begins during the Cancellation Period, We may deduct from any reimbursement an amount for the supply of the Course

for the period for which it was supplied, ending with the time when You told Us You had changed Your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract. For the avoidance of doubt, a deduction from any reimbursement may still be made if delivery of the Course begins during the Cancellation Period and You chose not to attend the Course prior to You sending Us notice of Your decision to cancel Your enrolment.

5.6.5 If You wish to cancel Your registration to a Course after the Cancellation Period has expired You must send notice of cancellation to [eveninglanguagecourses@surrey.ac.uk](mailto:eveninglanguagecourses@surrey.ac.uk) and the following applies:

- (i) If You enrol to start the Course in term one and We receive notice of Your cancellation via email by 23:59 GMT on the 1<sup>st</sup> September immediately prior to Your Course starting, You will receive a refund of any Fees paid subject to the deduction of an administration charge of £29.50. If notice of cancellation is received after this date then no refund will be paid;
- (ii) If You enrol to start the Course in term two and We receive notice of Your cancellation via email by 23:59 GMT on the 1<sup>st</sup> January immediately prior to Your Course starting, You will receive a refund of any Fees paid subject to the deduction of an administration charge of £29.50. If notice of cancellation is received after this date then no refund will be paid.

5.6.6 Bookings are non-transferable to another person, course, term or year.

5.6.7 No refunds will be payable for any classes that You are unable to attend for any reason, for example due to illness or changes in Your work or personal circumstances.

## **6 Course material and changes to services**

6.1 Payment of the Fees in accordance with these Terms and Conditions entitles You to the services described on the University's website in relation to the Course, and to access all parts of the Course You are enrolled on, as well as the available University facilities necessary to attend the Course. Unless indicated otherwise, Fees do not include any other services, including but not limited to: subsistence during Course days; travel; insurance including health insurance; or services or other costs that might arise prior to or during the Course.

6.2 Every effort is made to ensure that all information relating to the Course is correct at the time of going online or to print and the University will seek to deliver each Course in accordance with the description set out on the Course web page which can be found here: <https://www.surrey.ac.uk/evening-language-classes>.

6.3 There may be situations in which it is desirable or necessary for the University to make changes in Course provision, either before or after enrolment. The University therefore reserves the right, subject to section 5.5 above, to:

- 6.3.1 make reasonable changes to the timetable, location (including moving teaching online) or academic staff specified for a Course;

- 6.3.2 make reasonable changes to the content and syllabus of a Course when necessary; and/or
- 6.3.3 use selected third party providers when delivering Courses.
- 6.4 The views expressed and information provided by University employees and any Course materials provided to You during Your Course are intended solely for the purpose of providing You with the services outlined above. They are not intended as advice to be relied on in other contexts. The University does not accept any liability if You do rely on such views, information or materials for purposes other than the Course. You must not use any such materials provided by the University for any other purposes than the ones set out in these Terms and Conditions. In particular, but without limitation, use is not permitted for: (i) any commercial purposes; (ii) as an official view or opinion of the University; or (iii) for dissemination without the University's agreement, in particular on social media.
- 6.5 You will be solely responsible for determining whether the Course is sufficient and suitable for Your needs. We do not provide any guarantee in respect of the standard of Your abilities on completion of the Course. To help Us enrol You on to the Course, You must provide Us with all information requested in connection with the Course.
- 6.6 The Course is not formally accredited, whether by the University or otherwise, and may not be used (in whole or in part) to satisfy the requirements of the award of any degree or diploma by the University.

## **7 Intellectual Property and use of the University brand**

- 7.1 All materials provided by the University in relation to the Course (and any Intellectual Property Rights in the same) are and remain the property of the University or, in case of materials belonging to third parties, of the relevant third party. The University will obtain the necessary allowances and licences for materials used that are not the property of the University.
- 7.2 Use of the University brand, name and/or logo is not permitted without prior written agreement of the University in the form of a contract.

## **8 Student behaviour and discipline**

- 8.1 It is a condition of Your Contract with Us that You agree to comply with Our applicable rules, policies and regulations as notified to You.
- 8.2 A serious or persistent failure to observe any relevant rule, regulation or policy may result in You being asked to leave. In this instance no refund will be given.**
- 8.3 If You fail to follow these, or behave in a threatening or aggressive manner, or in a way that adversely affects other students, the University's employees or contractors, or bring the University into disrepute through Your actions, We reserve the right to remove You from the Course and/or exclude You from the University's premises. In serious cases, the Fees will not be refunded.

## **9 Limitation of liability**

**9.1 Nothing in these Terms and Conditions will limit or exclude the liability of the University for death or personal injury arising from Our own negligence, or for fraud or fraudulent misrepresentation.**

**9.2 Otherwise, Our liability to You with respect to the provision of a Course, the cancellation, postponement, or amendment of the Course, any negligence, any breach of these Terms and Conditions, or arising in any other way out of the subject-matter of these Terms and Conditions, is limited to the amount of Fees received from or on behalf of You in respect of the Course.**

9.3 Further, Our liability to You with respect to the provision of a Course, the cancellation, postponement, or amendment of a Course, any negligence, any breach of these Terms and Conditions, or arising in any other way out of or in connection with the subject-matter of these Terms and Conditions, will not extend to: (i) any indirect losses or damages, or to any loss of profits, whether direct or indirect, even if We have been advised of the possibility of those losses or if they were within Our contemplation; or (ii) any costs or expenses incurred by any person or organisation in connection with travel or other arrangements.

9.4 We do not accept any responsibility or liability in respect of any damage to or loss of any goods, vehicles or property of any kind brought onto or left at the University's premises whether by You or any other person and it is Your responsibility to take good care of Your personal belongings. Any vehicles left on Our premises or goods deposited with Us are left / deposited at Your own risk and without any obligation on Us. We recommend taking out insurance, as We do not provide any insurance cover to You.

9.5 Where any part of the Course is delivered online, We shall not be liable if You are unable to access the Course unless and to the extent that such failure is caused by Our negligence.

## **10 How We may use Your personal information**

10.1 The University will use Your personal information in accordance with its data protection policy and privacy notices on prospective students and applicants, and students, which are located here: <https://www.surrey.ac.uk/evening-language-classes-privacy-notice>.

10.2 We will at all times comply with the Data Protection Act 2018.

10.3 We will retain Your personal information to contact You with marketing information and other University-related information that We would normally send to Our alumni.

10.4 Where You have given Your consent, We may use any video and photographic images of You and Your Course for promotional campaigns, to engage with the wider community and/or to monitor teaching.

## **11 Complaints**

11.1 If there is a problem with the application process, or if You have any questions or complaints about the Course, please contact Us. You can contact Us by email at [eveninglanguagecourses@surrey.ac.uk](mailto:eveninglanguagecourses@surrey.ac.uk).

## **12 Governing Law**

- 12.1 These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales and You irrevocably submit to the exclusive jurisdiction of the English courts.

## **13 Other important terms**

- 13.1 Nobody else has any rights under this Contract. This Contract is between You and Us. No other person shall have any rights to enforce any of its terms. Neither You nor We will need to get the agreement of any other person in order to end the Contract or make any changes to these terms.
- 13.2 If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.3 Even if We delay in enforcing this Contract, We can still enforce it later. If We do not insist immediately that You do anything You are required to do under these terms, or if We delay in taking steps against You in respect of Your breaking this Contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date. For example, if You are accepted without making a payment and We do not chase You but We continue to provide the Course(s), We can still require You to make the payment at a later date.
- 13.4 The Contract constitutes the entire agreement between You and Us and supersedes all previous agreements between You and Us, whether written or oral.



**Model cancellation form**

To:

University of Surrey

Guildford

Surrey

GU2 7XH

By email to [eveninglanguagecourses@surrey.ac.uk](mailto:eveninglanguagecourses@surrey.ac.uk)

I hereby give notice that I cancel my contract for the supply of the following services:

[Insert evening language course]

Ordered on:

Name of student:

Address of student:

Signature (only if this form is notified on paper)